

This Instrument Prepared by and Return to:
Katzman & Korr, P.A.
1501 N.W. 49th Street, Suite 202
Fort Lauderdale, Florida 33309
(954) 486-7774

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM OF THE
LAKES OF OAKLAND FOREST, A CONDOMINIUM**

THIS AMENDMENT is made this 12th day of December, 2007, by LAKES OF OAKLAND FOREST CONDOMINIUM, INC., (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF CONDOMINIUM OF THE LAKES OF OAKLAND FOREST, A CONDOMINIUM (hereinafter "DECLARATION") which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OFFICIAL COPY
Official Records Book 11570, Page 752

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on December 12, 2007 the aforementioned Declaration was amended pursuant to the provisions of said Declaration with an affirmative vote of not less than SIXTY-SEVEN PERCENT (67%) of the vote of the membership.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the DECLARATION.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the DECLARATION are a true and correct copy of the amendments as amended by the membership:

AMENDMENT #1

This Amendment hereby amends the Declaration of Condominium of The Lakes of Oakland Forest, A Condominium, at Paragraph 18.1.3 by striking the language set forth therein in its entirety (including all amendments to date), and adding the following (Additions by underlining);

18.1.3 Leasing. UNITS may be rented or leased provided that the occupancy is only by individuals listed in the Lease Agreement. Each individual listed on the Lease Agreement, as well as the Lease Agreement, is subject to approval by the BOARD. Any individual who occupies any UNIT for more than thirty (30) days in any one calendar year

shall be considered a resident of said UNIT, and shall be subject to the same screening requirements as any other new resident as provided herein and elsewhere in the DECLARATION, the ARTICLES, BYLAWS and Rules and Regulations of the ASSOCIATION.

All lease agreements pertaining to the leasing of any UNIT shall provide that, in the event a UNIT OWNER becomes delinquent in any assessment, special assessment, or installment thereon, the tenant may be required, at the sole discretion of the BOARD, to cure such delinquency by making payment directly to the ASSOCIATION for the full amount of the aforementioned delinquency and subsequently deducting such sum from the monthly rent due and payable to the UNIT OWNER. The BOARD, at its sole discretion, may demand that the tenant cure any delinquency as provided above. This remedy is in addition to any other remedy available to the ASSOCIATION. The liability of the UNIT OWNER under these covenants, shall continue notwithstanding the fact that the UNIT has been leased.

No UNIT shall be leased or rented within the first twenty-four (24) calendar months from the time the UNIT OWNER accepted title to such UNIT. In the event the UNIT is rented or leased or otherwise subject to rental occupancy at the time of acceptance of title, such leasehold interest shall be permitted and the aforementioned twenty-four (24) month prohibition shall commence upon the termination of said leasehold interest. No lease of a UNIT shall be for less than a twelve (12) month period. The BOARD shall have the sole discretion to approve an additional lease in the twelve (12) month period.

The BOARD shall have the right to require that a substantially uniform addendum to a lease be used, as approved from time to time by the BOARD. All tenants and occupants, as well as, their respective guests and invitees, of every leased UNIT shall be subject to all terms and conditions of the DECLARATION, ARTICLES, BYLAWS and Rules and Regulations of the ASSOCIATION.

AMENDMENT #2

This Amendment amends the Declaration of Condominium of The Lakes of Oakland Forest, A Condominium, at Paragraph 6 (including all amendments to date), by adding the following (Additions by **underlining**);

6.3 Screening. Any UNIT OWNER who receives a bona fide offer to purchase or lease his UNIT which he intends to accept, shall give notice in writing to the BOARD of the receipt of such offer. Notwithstanding anything to the contrary contained in DECLARATION, ARTICLES, BYLAWS, and Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall have the right to disapprove a proposed sale, transfer or lease of a UNIT for good cause without being obligated to provide a substitute purchaser, transferee or lessee. The BOARD shall consider the following factors as

constituting good cause for such disapproval:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the ASSOCIATION;

(iii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the DECLARATION, the ARTICLES, BYLAWS and Rules and Regulations of the ASSOCIATION. By way of example, but not limitation, an OWNER allowing a tenant to take possession of the premises prior to approval by the ASSOCIATION as provided for the herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this ASSOCIATION as a tenant, UNIT OWNER or occupant of a UNIT;

(v) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

(vi) The UNIT OWNER requesting the transfer or lease has had fines assessed against him or her which have not been paid; or

(vii) All assessments and other charges against the UNIT have not been paid in full.

Upon receipt by the ASSOCIATION of the required Notice, the ASSOCIATION shall have thirty (30) days from receipt thereof to approve or disapprove the proposed purchase, transfer and/or lease in writing. Any approval of a purchase or transfer by the ASSOCIATION shall be in recordable form and delivered by the ASSOCIATION to the purchaser or transferor and except as otherwise provided herein, no sale, transfer or lease of any UNIT shall be valid without such approval.

No one except a previously approved tenant shall be allowed to occupy a UNIT, either as a guest or otherwise while any application for transfer of ownership or lease is pending

before the BOARD. Anyone so occupying a UNIT contrary to this provision shall be deemed to have withdrawn their application for either sale, transfer or lease.

The BOARD may require that a screening package along with a reasonable screening fee be submitted prior to commencement of the screening process detailed herein.

If the ASSOCIATION fails to give the OWNER written notice of its approval or disapproval of the proposed transfer or lease within the aforesaid period, the proposed transfer or lease shall be deemed acceptable to the ASSOCIATION.

II. Except as amended and modified herein, all other terms and conditions of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by unanimous vote of the Board of Directors.

IN WITNESS WHEREOF, the Association has caused this Amendment to the **DECLARATION OF CONDOMINIUM OF THE LAKES OF OAKLAND FOREST, A CONDOMINIUM**, to be executed by the duly authorized officer, this 20th day of DECEMBER, 2007.

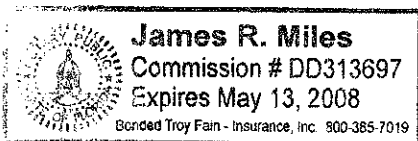
**LAKES OF OAKLAND FOREST
CONDOMINIUM, INC.**

By: Robert Lampman
ROBERT LAMPMAN, President

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was executed before me this 20th day of DECEMBER 2007, by ROBERT LAMPMAN, President of **LAKES OF OAKLAND FOREST CONDOMINIUM, INC.**, who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 20th day of DECEMBER, 2007.



Notary Public
My commission expires: